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Union: **Service Unit Association of Mount Markham**

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AGREEMENT

Between the

**Service Unit Association
Of Mount Markham**

And the

**Superintendent Of Schools
Of the
Mount Markham Central
School District**



For the Period:

July 1, 2003 through June 30, 2007

RECEIVED

DEC 05 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I RECOGNITION

1.1 Recognition

- 1.1.1 Whereas, the Mount Markham Central School District desires to follow the public policy of the State of New York as expressed in the Public Employees' Fair Employment Act and
- 1.1.2 Whereas, the Service Unit Association of Mount Markham, hereafter referred to as S.U.A.M.M. has requested that the Board recognize said organization as the sole bargaining agent and representative for and on behalf of all non-teaching employees, excluding the Business Administrator/Manager, Supervisors of Transportation, Building & Grounds and Food Service, Superintendent's Secretary, CSE Secretary, Guidance Counselor, Bus Drivers, Bus Garage Mechanics, Business Office Personnel and School Nurses.
- 1.1.3 Whereas, the S.U.A.M.M. has provided satisfactory evidence indicating that it does, in fact, represent the majority of employees in the appropriate bargaining unit, and
- 1.1.4 The Board of Education of the Mount Markham Central School District recognized the S.U.A.M.M. as the sole bargaining agent for the bargaining unit cited above. The term of such recognition shall be in accord with the Public Employees' Fair Employment Act.
- 1.1.5 The District shall provide the Unit President a yearly list of all employees in the bargaining unit, showing the employees full name, job title, and first date of employment.
- 1.1.6 The Association shall have the right to use school buildings for the purpose of unit meeting, pursuant to the Board of Education policy, provided such use does not interfere with school programs.
- 1.1.7 The Association shall have the right to payroll deduction of dues. The Association will have the right to payroll deduction of Association-sponsored insurance for members covered by this Agreement. Dues will be deducted and remitted after each pay period.

1.2 Areas for Discussion and Agreement

1.2.1 This recognition constitutes an agreement between the Board of Education and S.U.A.M.M. to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and S.U.A.M.M. recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Mount Markham Central School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

1.3 Procedures for Conducting Negotiations

1.3.1 Negotiation Terms

Designated representative of the Board of Education will meet with designated representatives of S.U.A.M.M. for the purposes of discussion and reaching of mutually satisfactory agreements.

1.3.2 Initial Meeting

- A. After February 1st, upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date should be set not more than twenty (20) days following receipt of such request. In any given year, such request should be presented by February 20th.
- B. At the first session, S.U.A.M.M. shall present its proposals for changes in the existing contract. At the second meeting, the Board shall present its proposals. Discussion and negotiation shall then be limited to those areas set forth in the proposals presented at the first two (2) meetings.

1.3.3 Procedure

- A. An agenda shall be used with agreement on content to be made at the previous meeting.
- B. Each team shall keep its own minutes

- C. The second meeting and all necessary subsequent meetings shall be called at times mutually agreeable to both parties.
- D. Meetings shall not exceed two and one-half (2-1/2) hours in length, unless agreed upon by both parties.
- E. Meetings shall not be held during normal working hours.
- F. During the term of this agreement, the parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment.
- G. Both parties and/or the Chief School Administrator shall furnish each other, upon request, all available information pertinent to the issues under consideration.
- H. The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party using them.

1.4 Resolving Differences

- 1.4.1 In the event of impasse, the parties shall follow the practices and procedures established by the New York State Public Employment Relations Board (PERB).

1.5 Public Disclosure

- 1.5.1 The parties agree that, until a Declaration of Impasse, the proceedings of the negotiations shall not be made public unless such an issuance has prior approval of both parties.

1.6 Implementation

- 1.6.1 This recognition agreement shall become effective upon its approval by a majority of the S.U.A.M.M. membership and a majority of the Board of Education. It may be amended by the mutual consent of both parties with written evidence of said consent being presented by each party to the other.

ARTICLE II GRIEVANCE PROCEDURE

2.1 Declaration of Purpose

- 2.1.1 Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its staff is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of staff through procedures under which they may present grievances free of coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its staff are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

2.2 Definitions

- 2.2.1 A *Grievance* is a claim by any staff member or group of staff members in an administrative unit based upon and limited to any claimed violations, misinterpretation, misapplication or inequitable application of this agreement.
- 2.2.2 The term *Supervisor* shall mean any supervisor, unit administrator, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Administrator.
- 2.2.3 The *Chief School Administrator* is the Superintendent of Mount Markham C.S.D.
- 2.2.4 *Aggrieved Party* shall mean any person or group of persons in the administrative unit filing a grievance.

2.3 Procedures

- 2.3.1 All grievances shall include, in writing, the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions (if known to the aggrieved party), and a general statement of the nature of the grievance.
- 2.3.2 The preparation and processing of a grievance, insofar as practicable, will be conducted outside of working hours. All reasonable effort will be made to avoid interruption of daily activity and to avoid involvement of students in any phase of the grievance procedure.
- 2.3.3 Any aggrieved party will have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. The aggrieved party may be represented at any stage.
- 2.3.4 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any representative, or any other participant in the grievance procedure, or any other person by reason of such grievance participation therein.
- 2.3.5 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed by the Board. The Chief School Administrator will then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 2.3.6 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 2.3.7 The Chief School Administrator will be responsible for accumulating and maintaining an Official Grievance Record. The Official Grievance Record will be available for inspection and/or copying by the aggrieved party and the Board, but it is not to be deemed a public record.

2.4 Time Limits

- 2.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement only.
- 2.4.2 No unwritten grievance will be entertained except as described below, and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within five (5) school days after the staff member knows or should have known of the act or condition upon which the grievance is based.
- 2.4.3 If a decision at the first stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal in regard to this grievance shall be barred.
- 2.4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limits will permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had a decision been communicated by the final day.
- 2.4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced by mutual agreement of the parties concerned so that the grievance procedure may be exhausted prior to the end of the fiscal year, or as soon thereafter as possible.

2.5 **Stages**

2.5.1 **Informal Stage**

- A. Nothing contained herein will be construed as limiting the right of any staff member having a grievance to discuss the matter informally with any appropriate member of the administrative/supervisory staff and having the grievance adjusted informally provided the adjustment is not inconsistent with existing policy. In the event that the grievance is adjusted without formal determination, such adjustment will be binding on the aggrieved party and will in all respects be final. Said adjustment will not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- B. If no satisfactory decision is reached, the aggrieved party shall file a written grievance as outlined in this statement.

2.5.2 **Stage 1 - Immediate Supervisor**

- A. Within five (5) school days after receipt of the written grievance from a staff member, the immediate supervisor will hold a hearing with said staff member.
- B. The immediate supervisor will render a decision in writing to the staff member within five (5) school days after the conclusion of the hearing.

2.5.3 **Stage 2 - Chief School Administrator**

- A. If the staff member is not satisfied with the decision at Stage 1, said staff member will file an appeal in writing with the Chief School Administrator within five (5) school days after receiving the decision at Stage 1.
- B. Within five (5) school days after receipt of the written appeal from a staff member, the Chief School Administrator will hold a hearing with the staff member.

- C. The Chief School Administrator will render a decision in writing to the staff member within five (5) school days after the conclusion of the hearing.

2.5.4 Stage 3 - Board of Education

- A. If the staff member is not satisfied with the decision at Stage 2, the staff member will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Stage 2.
- B. Within ten (10) school days after receipt of an appeal, the Board of Education will hold a hearing on the grievance. The hearing will be conducted in executive session. If necessary, a special Board Meeting will be called.
- C. Within five (5) school days after the conclusion of the hearing, the Board of Education will render a decision in writing on the grievance.

ARTICLE III SALARY SCHEDULE

3.1 Employment Procedure

- 3.1.1 All M.M.C.S. non-instructional employees shall have the right to apply for position openings in the District.
- 3.1.2 Employees are encouraged to file requests in writing for position(s) in which they are interested and for which they are qualified. These requests should be in writing, signed and dated, and should be addressed to the Superintendent. All applications will be kept by the Superintendent for a period of one (1) year after they are filed.
- 3.1.3 During the school year, vacancies and new positions will be posted in all buildings for current staff, as well as announced publicly, for a period of five (5) working days before the interview process will be conducted by the building principal or unit supervisor.

- 3.1.4 During summer vacation (July and August), vacancies will be posted in all buildings, as well as publicly announced, for fifteen (15) working days, provided there are fifteen (15) working days left before school resumes after it is known that a vacancy has occurred. In no event will a vacancy be posted for fewer than five (5) days. The unit president, as well as those employees who have a request on file, shall be notified in writing of job openings occurring during July and August.
- 3.1.5 Persons interested in the vacancy must respond within fifteen (15) working days provided there are fifteen (15) working days left before school resumes. Anyone notified of a vacancy should call the Superintendent's office either to ask for an interview or to indicate that he/she is not interested in the vacancy.
- 3.1.6 The Superintendent reserves the right to select the best-qualified individual for any given position, based on the following criteria:
- A. Civil Service testing requirements;
 - B. Job related experience;
 - C. Seniority.
- 3.1.7 A new staff member will be placed on a specific salary for the position involved.
- 3.1.8 Credit for salary differential may be granted based on the individual's background and experience upon the recommendation of the supervisor or department head and the approval of the Superintendent.
- 3.1.9 All appointments and job classifications shall be in accord with procedures established by the Herkimer County Civil Service Commission.

3.2 Cessation of Employment

- 3.2.1 Any employee wishing to leave the service of the District, shall give the District fourteen (14) days written notice of this intent.
- 3.2.2 In case of employees not covered by Section 75 of the Civil Service Law, the District shall give fourteen (14) days written notice of a planned dismissal.

3.3 Generation of Salaries

Salaries shall be based on hourly rates as follows:

3.3.1 11-Month Clerical

The annual salary for 11-month clerical workers shall be based on a 40-hour week exclusive of lunch. The total includes twelve (12) holidays, earned vacation, personal leave and sick leave.

3.3.2 10-Month Clerical

The annual salary for 10-month clerical workers shall be based on a 35-hour week exclusive of lunch. The total includes eleven (11) holidays, earned vacation, personal leave and sick leave.

3.3.3 Teacher Aides and Teacher Assistants

The annual salary for full-time Teacher Aides and Assistants shall be based on a 6.5-hour working day exclusive of lunch for school calendar for Teachers. This does not include holidays or snow days. Teacher Aides and Assistants are not paid for holidays or snow days. They may work other days in lieu of snow days upon agreement with their supervisor. Part-time Aides and Assistants shall have their annual salary generated on the same basis, substituting the number of hours worked for 6.5. However, they shall be entitled to earned personal leave and sick leave. These employees may have yearly salary pro-rated over twenty-one (21) pay periods with adjustments to be made for days not worked.

3.3.4 Food Service Helpers, Assistant Cooks, and Cooks

The annual salary for Cook, Assistant Cook and Food Service Helpers shall be based on the daily hours worked times the days of pupil attendance. This total does not include snow days, conference days, paid holidays or vacation days. However, Food Service Helpers shall be entitled to earned personal leave and sick leave. These employees may have yearly salary prorated over twenty-one pay periods with adjustments to be made for days not worked.

The first workday in September of each year will be counted towards the 175 days for cafeteria workers.

3.3.5 Custodians and Full-Time Maintenance Workers

The annual salary for custodians and full-time maintenance workers shall be based on a 40-hour week exclusive of lunch. The total includes thirteen (13) paid holidays, earned vacation, personal leave and sick leave.

3.4 Salaries

3.4.1 All S.U.A.M.M. employees will receive the following salary increase:

<u>Effective</u>	<u>Increase</u>
07/01/2003	3.5%
07/01/2004	4.0%
07/01/2005	3.8%
07/01/2006	3.8%

3.4.2 Effective July 1, 1994 upon acquiring an Associates Degree, Teacher Assistants will receive a \$200.00 stipend added to their base pay.

3.4.3 A. Service Award: Effective with the ratification of the 2003-2007 agreement, the Board of Education agrees to include in the regular annual salary a service award of two hundred dollars (\$200) at the completion of ten years of service in the district. Although the award is included in salary, it shall not be added to the base for purposes of salary increase calculations meaning any future percentage salary increases shall not compound the \$200. Service Award payments will begin in the first payroll period immediately following the qualifying anniversary date of employees hired after July 1, 1986.

B. Longevity: The Board of Education agrees to include in the regular annual salary an additional three hundred dollars (\$300) at the completion of fifteen years of service in the Mount Markham School System, an additional five hundred fifty dollars (\$550) at the completion of twenty years of service in the Mount Markham School System, and an additional five hundred fifty dollars (\$550) at the completion of twenty-five years of service to the district. Longevity payments will begin in the first payroll period immediately following the anniversary date. Longevity payments, although included in salary, shall not be added to base for purposes of salary increase calculations.

3.5 Overtime

3.5.1 Overtime in terms of one and one-half (1-1/2) the prorated hourly schedule for non-supervisory staff will be paid over the forty (40) hour workweek as specified. The supervisor must authorize all overtime in advance. Overtime must then be filed on the appropriate form with the supervisor. The normal workweek will begin on Sunday and end on Saturday. Holidays shall count as time worked for overtime purposes. Unavoidable leave time shall be included as time worked for overtime purposes (holidays and sick days), or personal days in emergency situations.

Overtime will be distributed on a rotational basis within each building in accordance with an employee's seniority. The employee with the most seniority will be selected first, after which that employee's name goes to the bottom of the list.

3.5.2 Senior custodians shall work a forty (40) hour week and shall be paid time and a half to check the building on weekends and holidays (one hour per day).

3.6.1 After five (5) consecutive days of working out of title, in a higher pay grade, the employee will be paid at the higher rate of pay commencing with day six (6).

3.7.1 Effective 7/1/2000, an employee who takes and successfully completes a job related course, approved by the Superintendent, will receive \$20.00 per credit hour to be included into the employee's salary. (15 seat hours equal one CEU.)

3.8.1 Non-instructional building team members will be paid their hourly rate of pay for time spent after hours at shared decision making committee meetings. (PAC and/or Building Team)

ARTICLE IV LEAVE POLICY

4.1 **Personal Sick Leave**

4.1.1 Each contracted employee shall earn one (1) day of personal sick leave per month of regularly scheduled employment, cumulative to two hundred (200) days. One (1) day shall equal the number of hours in each employee's regular day.

4.1.2 Time required for corrective, preventive, and/or remedial treatment shall be considered legitimate sick leave.

4.1.3 Employees shall be notified annually, in writing, as to the total amount of sick leave they have accumulated.

4.1.4 ***Change in position employment:*** Accumulated sick leave shall be credited on the basis of the hourly relationship involved in each position. (For example -- half time employees moving to full-time employment shall be credited with 1/2 the sick leave time for that full-time position.)

4.1.5 ***Sick Leave Bank:*** A sick day pool will be formed which will be allocated to those S.U.A.M.M. members whose sick days have been depleted. Each S.U.A.M.M. member will be allowed to donate one (1) sick day to the pool per year. The S.U.A.M.M. President and Vice-President and Superintendent will administer the pool. Days remaining in the pool at the end of each academic year will carry over to the following year.

A. Participation is voluntary.

B. Any new employees hired after July 1, 1990 may, within thirty (30) days after the end of their probationary period, contribute one of their sick days to the sick bank, enabling them to participate.

C. Names of those in the sick bank are submitted to the District Office by the secretary of S.U.A.M.M.

D. At the point the name is submitted to the District Office, a day is deducted from each contributor.

- E. That day cannot be taken back.
- F. A receiver of days from the sick bank must use all his/her own sick time first.
- G. A request in writing shall be made to the President and Vice-President of S.U.A.M.M. and the Superintendent requesting a certain number of days. After careful consideration of the need, up to ten (10) days can be granted. With a second request for the same illness, in writing as for the first time and accompanied by a Doctor's note, the President, Vice-President, and Superintendent can grant up to fifteen (15) additional days.
- H. Actual deductions will be made by the District Office after approval.
- I. If a person does not contribute to the bank, they are not allowed to use days from the bank (regardless of circumstances).
- J. Everyone who contributes loses a day automatically.
- K. Not more than two hundred twenty-five (225) days shall be in the bank at one time. When the bank is down to seventy-five (75) days, we would start contributing again.
- L. The Board of Education, at its discretion, may elect to supplement the bank in an individual case.
- M. The S.U.A.M.M. Executive Committee along with the District Superintendent may at any time recommend changes or additions to the rules governing the operation of the sick bank. Before enactment of any changes, a majority vote of the members of the sick bank must be obtained.
- N. Members who utilize the sick leave bank shall automatically reimburse one (1) day back to the bank per request on July 1 of the following year.

4.2 Personal Leave

- 4.2.1 Employees shall be entitled to the following absences with pay each year in addition to the leave specified in Section 4.1.

4.2.2 **Personal Leave:** A maximum absence of five (5) working days per year will be approved for personal reasons. A maximum of four (4) unused personal leave days per year will be applied toward cumulative sick leave as specified in Article 4.1.1, above. A reasonable request for prior approval for such absences will be submitted in writing in advance to the supervisor, except in cases of emergency when advance notice cannot be given. Staff members must specify the nature of the use of four (4) of the five (5) days granted for personal leave including any listed below:

- A. **Death in the immediate family:** The immediate family is to include a father, father-in-law, mother, mother-in-law, husband, wife, son or daughter, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents, grandchildren, guardian or any other relative who at the time of death is residing in the home of the employee. Up to three (3) days may be used, not charged to other personal leaves for each occurrence. Up to five (5) days may be used for each occurrence for mother, father, husband, wife or children.
- B. **Legal Matters:** House closings, income tax hearings, adoption proceedings, court appearances for traffic violations, probating wills, obtaining licenses, and answering subpoenas.
- C. **Funerals:** Attendance at funeral services of a person, the nature of whose prior relationship to the employee warrants such attendance.
- D. **Ceremonies:** Graduation of employee, spouse, or child, day of wedding ceremony, participation in religious ceremonies such as baptism, confirmation, circumcision of child, honors and awards ceremonies involving the employee or immediate family.
- E. **Religious Observances:** The employee may use personal days for religious holiday observances of his/her particular faith not covered in the regular school calendar.
- F. **Family Illness:** Illness of an emergency nature, one (1) day in general to be used for providing other arrangements for the care of the sick.

- G. **Paternity Leave:** One (1) day may be used for paternity leave.
- H. **Other Circumstances:** Other reasonable requests for personal leave may be granted for reasons other than those listed in this article at the discretion of the Chief School Administrator or his/her designee.

4.2.3 Time Off Without Charge to Personal Leave:

- A. For appearance in any legal proceedings connected with the staff member's employment or with the school system.
- B. For **Jury Duty** – Employees are required to show a notice for Jury Duty. In the event an employee receives a fee for service as a juror or witness such employee shall reimburse the school district for any amount up to the amount of the employee's daily pay. Employees are not required to reimburse the district for any money received for travel expenses.

4.3 Leave of Absence

- 4.3.1 A leave of absence, without pay or increment, of up to one year may be granted by the Board of Education, upon recommendation by the Superintendent, for personal reasons. Said leave must be requested in writing by the employee with a minimum of ten (10) working days' notice, except in an emergency. The Superintendent shall notify the Board of Education, the employee, and the supervisor of a leave request granted.
- 4.3.2 In evaluating leave requests, the Superintendent will take the following into consideration:
 - A. Is the leave a legitimate **necessity** for the employee?
 - B. Does the granting of the leave benefit the school district?
- 4.3.3 Any employee on leave for a school year shall notify the Superintendent of his/her intention to return to service at least twenty (20) working days before expiration of such leave.
- 4.3.4 Employees who have at least twenty-five (25) accumulated sick leave days as of June 30 of any year during the term of this Agreement, who have not taken any unpaid leave during that year, and who contribute one (1) day to the sick leave bank, will be eligible to be paid for up to

ten (10) days of the sick/personal leave earned during the current year. Provisions are as follows:

1. In order for an employee to be eligible for a payback of ten (10) days of leave, he/she must not, for any reason except to contribute to the sick leave bank, have used any sick or personal leave days during the current fiscal year.
2. In order for an employee to be eligible for a payback of nine (9) days of leave, he/she must have used only one (1) sick or personal leave day during the current fiscal year, aside from the day contributed to the sick leave bank.
3. In order for an employee to be eligible for a payback of eight (8) days of leave, he/she must have used only two (2) sick or personal leave days during the current fiscal year, aside from the day contributed to the sick leave bank.
4. All days not paid out will accumulate into the employee's running total. An employee who is eligible for the payback may elect to accumulate the days instead.
5. Full-time/part-time employees who normally work five days a week shall be eligible for this payback incentive. Their earned sick days are considered equal in length to their normal workday. Part-time employees who work fewer than five days per week are not eligible for the attendance incentive.
6. Effective July 1, 2004, payback will be at the following rates:

<u>Normal Work Year (Hours)</u>	<u>Payout Per Day</u>
1350 hours and above	\$25.00
1170 hours - 1349 hours	\$20.00
680 hours - 1169 hours	\$17.00
Up to 679 hours	\$11.00

ARTICLE V LEGAL HOLIDAYS

- 5.1 Those full-time employees qualifying for paid holidays as stipulated in the generation of salaries (Article 3.3) shall have thirteen (13) paid holidays each year during the term of this contract. Copies of the holiday schedule will be distributed to all eligible employees prior to the start of each year (July 1).
- 5.2 Each year, representatives of S.U.A.M.M. and the Chief School Administrator shall meet and agree upon a calendar for the subsequent year that shall include thirteen (13) paid holidays, and copies of said calendar shall be distributed to all employees.
- 5.3 Such holidays affect individual employees only during their period of employment.

ARTICLE VI VACATION FOR FULL-TIME EMPLOYEES

- 6.1 No employee will be entitled to a vacation during his/her first fiscal year of employment (between July 1 and June 30th).
- 6.2 During their first year of employment, all employees will earn vacation for the following fiscal year at the rate of .833 times each full month (rounded to the nearest month) of employment.
- 6.3 After one (1) complete fiscal year of employment, the 12-month employee is entitled to two (2) weeks (10 days) vacation effective July 1st of the following fiscal year. Employees working less than twelve (12) months shall have vacation time prorated using the .833 formula.
- 6.4 After five (5) full years of uninterrupted employment, the 12-month employee is entitled to one (1) additional day vacation per year effective on his/her anniversary date, plus one (1) day per year for each year worked over ten (10) to fifteen (15) years to a maximum of twenty (20) days vacation. After fifteen (15) years service, 12-month employees to receive twenty (20) days and 11-month employees to receive eighteen (18) days and 10-month clerical employees to receive sixteen (16) days. Employees working less than 12 months shall have vacation time prorated using the .833 formula.
- 6.5 Actual vacation dates must be mutually agreed upon by both the employee and the supervisor.

ARTICLE VII HEALTH INSURANCE

- 7.1 Effective July 1, 2004, the Board of Education shall provide a health insurance plan for all eligible employees, with the total premium of all benefits, including prescription drug plan, with contributions as follows: 90% of the full premium payable by the District; 10% of the full premium payable by the employee with fixed dollar caps for each contract year as follows:

July 1, 2004-05	\$400 individual	\$1,100 family
July 1, 2005-06	\$450 individual	\$1,300 family
July 1, 2006-07	\$500 individual	\$1,400 family

This contribution percentage is the same if the employee chooses the individual or family plan. Prescription co-pay will be \$0 mail order, \$5 generic, and \$10 non-generic.

The parties agree that a Section 125 Cafeteria Plan will be provided beginning 01/01/96. The plan will cover premium contributions, medical expenses not covered by insurance, and dependent care.

- 7.2 The Board of Education shall pay a prorated share of the Health Insurance program for all part-time employees who meet the eligibility requirements for participation. Such pro-ration shall be based on the percentage of time worked in relation to time worked by a full-time employee in the same area and such Board share shall be subject to the limitations as outlined in Section 7.1 above.

Part-time employees who are eligible for health insurance coverage will pay the additional following percentage, (based on a 6.5 hour day).

<u>Work Day</u>	<u>% of Full-time Contribution</u>
6 hours	8%
5.5 hours	15%
5 hours	23%
4.5 hours	31%

Full-time for clerical, custodial and maintenance employees is eight (8) hours per day. Full-time for teacher aides/assistants and cafeteria is 6.5 hours per day.

7.3 Any coverage shall be at least equivalent to the current plan.

7.4 Life insurance shall be twelve thousand dollars (\$12,000.00).

7.5 **Oversight Committee:**

- A. The parties agree to establish a joint insurance oversight committee. The committee shall consist of the Superintendent, Business Manager and a member of the Board of Education, the President of the Association and two unit members appointed by him.
- B. The purpose of the committee shall be to study and make recommendations to the parties with respect to changes/improvements, cost containment, service, coverage or any other aspect of the insurance benefits provided in this agreement.
- C. The committee is empowered to work cooperatively with other bargaining units in the District. Recommendations of the committee may be adopted at any time during the term of this collective bargaining agreement by mutual agreement in accordance with the provisions of Article 15.2.

**ARTICLE VIII
SUPERVISORY PROCEDURE**

The immediate supervisor will review each employee's performance at least once per year, using the duties and responsibilities on file for the position as a guide, and will submit a supervisory report to the Superintendent on the appropriate form. Such report shall be initialed by the employee to signify that he/she has seen it.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

9.1 **Notification:** During September of each year, all employees shall be furnished the following items in writing:

- a. School Calendar
- b. Vacation Time
- c. Notice of number of accumulated sick days
- d. Sick Days Donated to Sick Bank

- 9.2 During the school year, every effort will be made to find substitutes for personnel who are not present for duty. For positions not normally requiring a substitute, except in extreme situations, a substitute may be used at the discretion of the supervisor.
- 9.3 There will be a fair and equal distribution of all duties and responsibilities.
- No additional responsibility will be added without consultation between the administrator and employee(s) involved.
- 9.4 The parties will establish a joint Labor/Management Committee consisting of the following members: Three (3) members from the Association and three (3) members from the District. Agendas will be exchanged at least one day prior to the meeting. There will be at least four (4) scheduled meetings per year.
- 9.5 Extra time in the cafeteria for the preparation of banquets, etc. shall be awarded on a rotation basis to all cafeteria employees, and shall be performed outside the normal working hours.

ARTICLE X SENIORITY

- 10.1 Employees granted leaves of absence shall retain the seniority that they had acquired at the time their leave began. A resignation or layoff, followed by reinstatement with one year, or leave of absence, if duly authorized, does not constitute a break in continuous service.
- 10.2 No person shall accrue privileges of seniority until after he/she has been in the employment of the District for a period of ninety (90) days. Seniority shall accrue from the first day of continuous employment.

ARTICLE XI JOB ASSIGNMENT

- 11.1 Within a particular unit, qualifications shall be the primary criteria used by the supervisor in determining proper job assignment. Qualifications shall include:
- A. Ability to perform within the written job description on file;
 - B. Any appropriate qualifying test;

- C. Any appropriate skills;
 - D. Any personality traits necessary for successful performance in the specific job.
 - E. If qualifications are comparable, seniority shall then be considered to determine the job assignment. Refer back to 3.1.6.
 - F. All persons shall have a probationary period, which follows the requirements of the Civil Service Law.
- 11.2 If positions are abolished, the person affected shall be given privileged consideration in applying for other vacancies in the system provided that the employee has the proper qualifications and skills required for the position.

ARTICLE XII

SUSPENSION/DISCHARGE

12. Just Cause for Suspension/Discharge

- 12.1 No employee shall be suspended or discharged unless he/she has received:
- a.) A verbal warning of inappropriate conduct;
 - b.) A written warning of inappropriate conduct.
 - c.) Satisfactory completion of the probationary appointment.
- 12.2 There shall be no suspension or discharge of an employee for a violation of any new rules that were not posted in writing prior to his/her alleged infraction.
- 12.3 A written warning of inappropriate conduct shall be removed from an employee's personnel file, if there has not been a repetition of the same conduct, when the statute of limitations in Section 75 of the Civil Service Law is past. In 1990 this period of time is 18 months.

ARTICLE XIII RETIREMENT

13.1 Retirement Plan Members:

Employees who are members of the New York State Employees Retirement System will be covered by Plan 75i.

Tier 1,2,3,4 - Plan members to have 41-j added to existing state plan.
Section 41-j - Application of unused sick leave as additional service credit upon retirement: Allowable unused sick leave credit is limited to one hundred sixty-five (165) days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

The Board of Education will pay members of N.Y.S.E.R.S. fifteen dollars (\$15) per day of accumulated sick leave up to two hundred (200) days. The employee must have worked at the Mt. Markham School District for at least ten (10) consecutive years. If the employee has the 41-j retirement option, the payment shall be fifteen dollars (\$15) for accumulated sick days 166 - 200. The amount paid per day shall be prorated for part-time employees, based on the definition of "full-time" as an 8-hour day.

All eligible Teacher Assistants will be covered by the New York State Teachers' Retirement System.

13.2 Non-Retirement Plan Members:

Employees who are not members of the retirement plan:

1. Accumulated sick days will be 165.
2. Payment will be \$15.00 for each unused sick day.

ARTICLE XIV LAYOFF AND RECALL

14.1 Seniority shall be defined as the date of first permanent appointment. When a part-timer (less than 1170 hours) becomes full-time, the part-time, prorated seniority will be added to the full-time seniority.

14.2 The District will notify the S.U.A.M.M., in writing, of any impending layoff at least one month prior to the commencement of any layoff. A meeting between the parties will be arranged within fifteen (15) calendar days of the

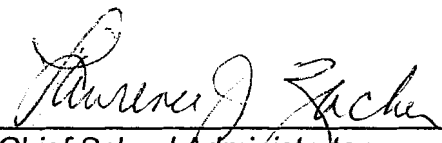
layoff notice. The purpose of the meeting is to review the details of the layoff and its effect on employees.

- 14.3 If a layoff is still necessary, the District will layoff temporary provisional and probationary employees before permanent employees in the same title. Temporary employees will be laid off first, then provisionals, and thirdly probationary employees. Provisional and probationary employees will be removed in order of inverse seniority. Permanent employees in same title may not be laid off until this has occurred.
- 14.4 Layoff of permanent competitive class employees will be governed by Civil Service law, rules and regulation. Layoff of any other employees will be governed by the following procedure:
 - (a) The District will determine the title affected. The employee with the least seniority in that title will be laid off first.
 - (b) An employee displaced in accordance with Section (a) may then bump the least senior employee in the next lower departmental title. The displaced employee from Section (a) must be qualified for the lower title and be senior to the bumped employee.
- 14.5 Full-time employees may bump less senior full-time employees. If no less senior employee is available, the least senior part-time employee in the same or lower title may be bumped.
- 14.6 Part-time employees may only bump less senior part-time employees in the same or lower title.
- 14.7 Laid-off employees (who are not competitive) shall be placed on a preferred list for two (2) years. Senior employees will be recalled first. Employees on the preferred list shall be recalled to their title before any non-list person is hired in the same title. Persons not on the preferred list shall not be hired before qualified, preferred list employees are recalled to titles for which they qualify.
- 14.8 Appendix C indicates department titles in descending order.

ARTICLE XV
DURATION OF AGREEMENT

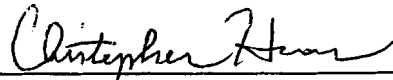
- 15.1 This contract shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2007.
- 15.2 The parties agree that all negotiable items have been discussed and, therefore, agree that negotiations will not be reopened on all items, whether contained herein or not, during the life of this agreement.

FOR THE DISTRICT:



Chief School Administrator

FOR S.U.A.M.M.:

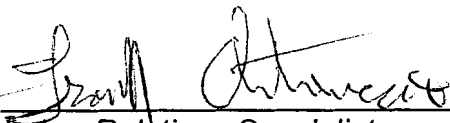


President

Date: 2-23-05

Date: 2-23-05

FOR THE CSEA:



Labor Relations Specialist

Date: 2/28/05

APPENDIX A

SERVICE UNIT ASSOCIATION OF MT. MARKHAM SALARIES 2003-04, 2004-05, 2005-06, 2006-07

The starting salary for each of the positions covered by this contract are as follows:

TITLE	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Clerk-Typist	8.25	8.58	8.91	9.25
Building; Guidance Secretary	9.45	9.83	10.20	10.59
Transportation Secretary	8.25	9.20	9.55	10.12
Teacher Assistant	9.99	10.39	10.78	11.19
Teacher Aide	8.25	8.58	8.91	9.25
Bus Aide	8.25	8.58	8.91	9.25
Day Cleaner	8.25	8.58	8.91	9.25
Night Cleaner	8.46	8.80	9.13	9.48
Night Custodian	9.02	9.38	9.74	10.11
Sr. Custodian	9.83	10.22	10.61	11.01
Groundskeeper	9.26	9.63	10.00	10.38
System-Wide Maintenance	9.26	9.63	10.00	10.38
Cook				
Assistant Cook				
Food Service Helper				

APPENDIX B

The following will serve as an explanation for the vacation section (Article 6.4) in the contract.

1. Vacation

Full-time employees shall receive one extra vacation day per year as of the fifth anniversary date of their starting as full-time employees of the District.

For example: Employee A starts full-time employment on October 1, 1978.

October 1, 1979 - 1st anniversary
October 1, 1980 - 2nd anniversary
October 1, 1981 - 3rd anniversary
October 1, 1982 - 4th anniversary
October 1, 1983 - 5th anniversary

As of October 1, 1983 - Employee A is entitled to one additional vacation day and for each anniversary date (October 1) thereafter, up to a maximum of 20 days.

APPENDIX C

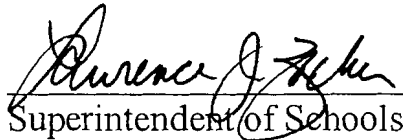
Department	Classifications	
Clerical:	Building Secretary* Guidance Secretary* Transportation Secretary*	
Custodian-Maintenance:	Level 1	Senior Custodian*
	Level 2	Day and Night Custodians*
	Level 3	Head Groundsman Groundskeeper System-wide Maintenance
	Level 4	Day and Night Cleaners Mail Carrier
Food Service:	Level 1	Cook
	Level 2	Assistant Cook
	Level 3	Food Service Helper
Assistants-Aides:	Level 1	Teacher Assistants
	Level 2	Teacher Aides
	Level 3	Bus Aides

*Competitive Class

LETTER OF UNDERSTANDING
between
Mount Markham Central School District
and
Service Unit Association at Mount Markham

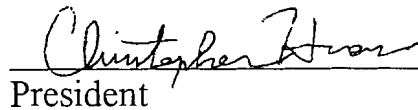
The salary of the Transportation Secretary will be increased by \$.60 per hour and the negotiated salary increase effective July 1, 2004, and will be increased by an additional \$.20 per hour and the negotiated salary increase effective July 1, 2006.

FOR THE DISTRICT:


Superintendent of Schools

2-18-05
Date

FOR THE ASSOCIATION:


President

2-18-05
Date

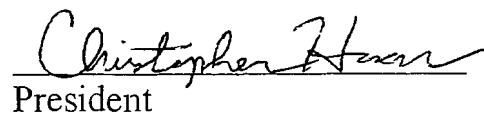
LETTER OF UNDERSTANDING
between
Mount Markham Central School District
and
Service Unit Association at Mount Markham

The District will pay Linda Doyle \$20.00 on a one time only basis, not added to base salary, as a result of the confusion surrounding her taking and seeking reimbursement for in-service training on therapeutic crisis intervention taken on October 29, 2003. This Agreement is not an admission of misinterpretation by the District of Article 3.7.1

FOR THE DISTRICT:


Superintendent of Schools 2-18-05
Date

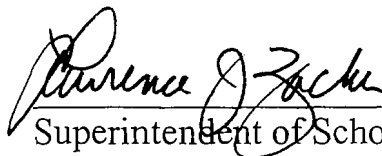
FOR THE ASSOCIATION:


President 2-18-05
Date

LETTER OF UNDERSTANDING
between
Mount Markham Central School District
and
Service Unit Association at Mount Markham

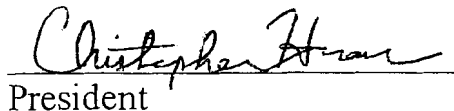
It is agreed that the Association will designate the SUAMM President and will authorize this employee to deal with the District about employment conditions and concerns that may arise from this Agreement. The name of the SUAMM President shall be certified in writing to the District Superintendent on an annual basis and/or as changes occur. The SUAMM President shall be granted reasonable time off without loss of pay to meet with the District Superintendent or with his/her designee or to review a labor relations issue of importance. The granting of this leave shall be subject to pre-approval from the District Superintendent or his/her designee and cannot interfere with the duties and responsibilities of the Unit President as an employee of the District. This Memorandum of Agreement expires on June 30, 2007.

FOR THE DISTRICT:


Superintendent of Schools

2-18-05
Date

FOR THE ASSOCIATION:


President

2-18-05
Date

